



**COLLABORATIVE**  
FINANCIAL PARTNERS

## **Collaborative Financial Partners LLC**

### **Form ADV Part 2A – Disclosure Brochure**

**Effective: March 24, 2020**

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Collaborative Financial Partners LLC (“Collaborative Financial” or the “Advisor”). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (614) 799-2900.

Collaborative Financial is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about Collaborative Financial to assist you in determining whether to retain the Advisor.

Additional information about Collaborative Financial and its Advisory Persons is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor’s firm name or CRD# 289444.

**Collaborative Financial Partners LLC**  
**2875 West Dublin Granville Road**  
**Columbus, OH 43235**  
**Phone: (614) 799-2900 \* Fax: (614) 766-5691**  
[www.collaborativefinancialpartners.com](http://www.collaborativefinancialpartners.com)

## **Item 2 – Material Changes**

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Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about the Advisory Persons of Collaborative Financial. For convenience, the Advisor has combined these documents into a single disclosure document.

Collaborative Financial believes that communication and transparency are the foundation of its relationship with clients and will continually strive to provide its you with complete and accurate information at all times. Collaborative Financial encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

### Material Changes

The following material changes have been made to this Disclosure Brochure since the last filing and distribution to Clients:

- The Advisor has amended its fees for Financial Planning Services. Please see Item 5 for additional information.

### Future Changes

From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in business practices, changes in regulations or routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to you annually and if a material change occurs in the business practices of Collaborative Financial.

You may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 289444. You may also request a copy of this Disclosure Brochure at any time, by contacting the Advisor at (614) 799-2900.

### Item 3 – Table of Contents

<b>Item 1 – Cover Page .....</b>	<b>1</b>
<b>Item 2 – Material Changes .....</b>	<b>1</b>
<b>Item 3 – Table of Contents.....</b>	<b>3</b>
<b>Item 4 – Advisory Services .....</b>	<b>4</b>
A. Firm Information .....	4
B. Advisory Services Offered.....	4
C. Client Account Management .....	5
D. Wrap Fee Programs .....	5
E. Assets Under Management.....	6
<b>Item 5 – Fees and Compensation .....</b>	<b>6</b>
A. Fees for Advisory Services.....	6
B. Fee Billing.....	6
C. Other Fees and Expenses .....	7
D. Advance Payment of Fees and Termination .....	7
E. Compensation for Sales of Securities .....	7
<b>Item 6 – Performance-Based Fees and Side-By-Side Management .....</b>	<b>8</b>
<b>Item 7 – Types of Clients .....</b>	<b>8</b>
<b>Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss .....</b>	<b>8</b>
A. Methods of Analysis .....	8
B. Risk of Loss .....	9
<b>Item 9 – Disciplinary Information .....</b>	<b>10</b>
<b>Item 10 – Other Financial Industry Activities and Affiliations.....</b>	<b>10</b>
<b>Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading .....</b>	<b>11</b>
A. Code of Ethics .....	11
B. Personal Trading with Material Interest.....	11
C. Personal Trading in Same Securities as Clients .....	11
D. Personal Trading at Same Time as Client .....	11
<b>Item 12 – Brokerage Practices .....</b>	<b>11</b>
A. Recommendation of Custodian[s] .....	11
B. Aggregating and Allocating Trades .....	12
<b>Item 13 – Review of Accounts .....</b>	<b>12</b>
A. Frequency of Reviews .....	12
B. Causes for Reviews .....	12
C. Review Reports .....	12
<b>Item 14 – Client Referrals and Other Compensation .....</b>	<b>13</b>
A. Compensation Received by Collaborative Financial .....	13
B. Client Referrals from Solicitors .....	13
<b>Item 15 – Custody .....</b>	<b>13</b>
<b>Item 16 – Investment Discretion .....</b>	<b>14</b>
<b>Item 17 – Voting Client Securities .....</b>	<b>14</b>
<b>Item 18 – Financial Information.....</b>	<b>14</b>
<b>Form ADV Part 2A – Appendix 1 .....</b>	<b>15</b>
<b>Form ADV Part 2B – Meghan Mader .....</b>	<b>22</b>
<b>Form ADV Part 2B – Christopher Johnson .....</b>	<b>26</b>
<b>Form ADV Part 2B – Christopher Lightfoot .....</b>	<b>30</b>
<b>Privacy Policy .....</b>	<b>33</b>

## **Item 4 – Advisory Services**

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### **A. Firm Information**

Collaborative Financial Partners LLC (“Collaborative Financial” or the “Advisor”) is a registered investment advisor with the SEC. Collaborative Financial is organized as a Limited Liability Company under the laws of the State of Ohio. Collaborative Financial was founded in February 2016, and is owned and operated by Christopher K. Johnson (Chief Executive Officer) and Meghan M. Mader (Chief Operating Officer and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Collaborative Financial.

### **B. Advisory Services Offered**

Collaborative Financial offers investment advisory services to individuals, high net worth individuals, trusts and estates (each referred to as a “Client”).

The Advisor serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Collaborative Financial’s fiduciary commitment is further described in the Advisor’s Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

#### Investment Management Services

Collaborative Financial provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary and non-discretionary investment management and related advisory services. Collaborative Financial works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. Collaborative Financial constructs a portfolio for each Client based on the model portfolios that Collaborative Financial have developed to meet the Client’s risk tolerance and investment goals. The model portfolios consist primarily of low-cost, diversified mutual funds and/or exchange-traded funds (“ETFs”). The Advisor then customizes the model portfolio by utilizing individual stocks, bonds, options contracts or real estate investment trusts (“REITs”) to meet the needs of its Clients. The Advisor may also utilize fixed and indexed annuities in portfolios. For certain clients, the Advisor may recommend investments in limited partnerships investing in real estate. The Advisor may retain certain legacy investments based on portfolio fit and/or tax considerations.

Collaborative Financial’s investment approach is primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held for less than one year to meet the objectives of the Client or due to market conditions. Collaborative Financial will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

Collaborative Financial evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Collaborative Financial may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Collaborative Financial may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. Collaborative Financial may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

At no time will Collaborative Financial accept or maintain custody of a Client’s funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the advisory agreement, please see Item 12 – Brokerage Practices.

### Financial Planning Services

Collaborative Financial will typically provide a variety of financial planning and consulting services to Clients, pursuant to a written financial planning agreement. Services are offered in several areas of a Client's financial situation, depending on their goals and objectives.

Generally, such financial planning services involve preparing a formal financial plan or rendering a specific financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to, investment planning, retirement planning, personal savings, education savings, insurance needs, and other areas of a Client's financial situation.

A financial plan developed for or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs.

Collaborative Financial may also refer Clients to an accountant, attorney or other specialists, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations pose a conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor, as it would increase the amount of advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction[s] through the Advisor.

*Retirement Planning Software* – Clients may be offered access to software that is utilized to maximize tax efficient distributions in retirement. Clients are not obligated to utilize the retirement planning software offered by Collaborative Financial. Fees for the financial planning software are included as part of the overall fees for financial planning.

### **C. Client Account Management**

Prior to engaging Collaborative Financial to provide investment advisory services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – Collaborative Financial, in connection with the Client, will develop a strategy that seeks to achieve the Client's goals and objectives.
- Asset Allocation – Collaborative Financial will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Portfolio Construction – Collaborative Financial will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Collaborative Financial will provide investment management and ongoing oversight of the Client's relationship's investment portfolio.

### **D. Wrap Fee Programs**

Collaborative Financial includes in addition to securities transaction fees for certain mutual funds, fees for alternative investments, client-directed trades, administrative fees, and other fees and expenses (herein "Covered Costs") together with its investment advisory fees. Including these fees into a single asset-based fee is considered a "Wrap Fee Program". The Advisor customizes its investment management services for its Clients.

The Advisor sponsors the Collaborative Financial Wrap Fee Program. Depending on the level of trading required for the Client's account[s] in a particular year, the Client may pay more or less in total fees than if the Client paid its own transaction fees. Please see Appendix 1 – Wrap Fee Program Brochure, which is included as a supplement to this Disclosure Brochure.

## **E. Assets Under Management**

As of December 31, 2019, Collaborative Financial manages \$118,237,662 in Client assets, \$100,000,000 of which are managed on a discretionary basis and \$18,237,662 on a non-discretionary basis. Clients may request more current information at any time by contacting the Advisor.

## **Item 5 – Fees and Compensation**

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The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into one or more written agreements with the Advisor.

### **A. Fees for Advisory Services**

#### Investment Management Services

Investment advisory fees are paid monthly, at the end of each month, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the average daily balance of assets under management in the Client's account[s]. Investment advisory fees are generally based on the following schedule:

<b>Assets Under Management (\$)</b>	<b>Annual Rate (%)</b>
Up to \$2,000,000	1.50%
\$2,000,001 to \$5,000,000	1.25%
\$5,000,001 to \$10,000,000	1.00%
Over \$10,000,000	0.85%

The investment advisory fee in the first month of service is prorated from the inception date of the account[s] to the end of the first month. Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by Collaborative Financial will be independently valued by the Custodian. The Advisor will not have the authority or responsibility to value portfolio securities.

#### Financial Planning Services

Collaborative Financial offers financial planning services for a fixed fee ranging from \$600 to \$12,000. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor. An estimate for total costs will be determined prior to establishing the advisory relationship.

### **B. Fee Billing**

#### Investment Management Services

Investment advisory fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor or its delegate shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the end of the respective month. The amount due is calculated by applying the monthly rate (annual rate divided by the number of days in the year, multiplied by the number of days in the month) to the average daily balance of assets under management with Collaborative Financial during the month. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by Collaborative Financial directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

#### Financial Planning Services

Financial planning fees may be invoiced up to one percent (100%) of the expected total fee upon execution of the financial planning agreement. The balance shall be invoiced upon completion of the agreed upon deliverable[s]. The Advisor will not collect an advance fee of \$1,200 or more unless the engagement deliverable[s] will be completed in less than six (6) months.

#### **C. Other Fees and Expenses**

Clients may incur certain fees or charges imposed by third parties in connection with investments made on behalf of the Client's account[s]. Collaborative Financial includes Covered Costs as part of its overall investment advisory fee through the Collaborative Financial Wrap Fee Program. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. However, the Custodian typically charges for mutual funds and other types of investments. Any applicable securities transaction fees for Client-directed trades may be charged back to the Client. Please see Item 4.D. above as well as Appendix 1 – Wrap Fee Program Brochure.

In addition, all fees paid to Collaborative Financial for investment advisory services or part of the Collaborative Financial Wrap Fee Program are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of Collaborative Financial, but would not receive the services provided by Collaborative Financial which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Collaborative Financial to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

#### **D. Advance Payment of Fees and Termination**

##### Investment Management Services

Collaborative Financial is compensated for its services at the end of the month after investment management services are rendered. Either party may terminate the investment advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the investment advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Client's investment advisory agreement with the Advisor is non-transferable without the Client's prior consent.

##### Financial Planning Services

Collaborative Financial typically requires an advance deposit as described above. Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for actual hours logged on the planning project times the contractual hourly rate or in the case of a fixed fee engagement, the percentage of the engagement scope completed by the Advisor. The Advisor will refund any unearned, prepaid planning fees from the effective date of termination. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

#### **E. Compensation for Sales of Securities**

Collaborative Financial does not buy or sell securities and does not receive any compensation for securities transactions in any Client account. Collaborative may, however, receive commissions on the sale of insurance products sold by its Advisory Persons.



Advisory Persons are also licensed as independent insurance professionals, conducting the majority of their business through Collaborative Insurance Partners ("Collaborative Insurance"), an affiliated insurance agency. Collaborative Insurance and Advisory Persons will earn commission-based compensation for selling insurance products, including insurance products they sell to Clients. Insurance commissions earned by Collaborative Insurance and Advisory Persons is separate and in addition to advisory fees. This practice presents a conflict of interest because a person providing investment advice on behalf of the Advisor who is also an insurance agent has an incentive to recommend insurance products to Clients for the purpose of generating commissions and revenue rather than solely based on Client needs. However, Clients are under no obligation, contractually or otherwise, to purchase insurance products through an Advisory Person. Please see Item 10 – Other Financial Industry Activities and Affiliations.

## **Item 6 – Performance-Based Fees and Side-By-Side Management**

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Collaborative Financial does not charge performance-based fees for its investment advisory services. The fees charged by Collaborative Financial are as described in Item 5 above and are not based upon the capital appreciation of the funds or securities held by any Client.

Collaborative Financial does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

## **Item 7 – Types of Clients**

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Collaborative Financial offers investment advisory services to individuals, high net worth individuals, trusts and estates. The amount of each type of Client is available on Collaborative Financial's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. Collaborative Financial generally does not impose a minimum size for establishing a relationship.

## **Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss**

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### **A. Methods of Analysis**

Collaborative Financial employs fundamental, technical, cyclical, and charting analysis in developing investment strategies for its Clients. Research and analysis from Collaborative Financial is derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

*Fundamental analysis* utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

*Technical analysis* involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that Collaborative Financial will be able to accurately predict such a reoccurrence.

*Cyclical analysis* is similar to technical analysis in that it involves the analysis of market conditions at a macro (entire market/economy) or micro (company specific) level, rather than the overall fundamental analysis of the health of the particular company that Collaborative Financial is recommending. The risks with cyclical analysis are similar to those of technical analysis.



*Charting analysis* utilizes various market indicators as investment selection criteria. These criteria are generally pricing trends that may indicate movement in the markets. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the technical and charting analysis may lose value and may have negative investment performance. The Advisor monitors these market indicators to determine if adjustments to strategic allocations are appropriate.

As noted above, Collaborative Financial generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Collaborative Financial will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, Collaborative Financial may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

## **B. Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Collaborative Financial will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's investment approach:

### Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

### Options Contracts

Investments in options contracts have the risk of losing value in a relatively short period of time. Option contracts are leveraged instruments that allow the holder of a single contract to control many shares of an underlying stock. This leverage can compound gains or losses.

### Real Estate Investment Trusts ("REITs")

Investing in Real Estate Investment Trusts ("REITs") involves certain distinct risks in addition to those risks associated with investing in the real estate industry in general. Equity REITs may be affected by changes in the value of the underlying property owned by the REITs, while mortgage REITs may be affected by the quality of credit extended. REITs are subject to heavy cash flow dependency, default by borrowers and self-liquidation.

REITs, especially mortgage REITs, are also subject to interest rate risk (i.e., as interest rates rise, the value of the REIT may decline).

#### ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs have a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

#### Mutual Fund Risks

The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.**

### **Item 9 – Disciplinary Information**

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**There are no legal, regulatory or disciplinary events involving Collaborative Financial or any of its management persons.** Collaborative Financial values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 289444.

### **Item 10 – Other Financial Industry Activities and Affiliations**

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#### Insurance Agency Affiliations

As noted in Item 5, Advisory Persons are also licensed insurance professionals, conducting the majority of their business through Collaborative Insurance. Implementations of insurance recommendations are separate and apart from an Advisory Person's role with the Advisor. Advisory Persons, in their individual capacity as insurance agents of Collaborative Insurance will receive customary commissions and other related revenues from the various insurance companies whose products are sold. The Principal Officers of Collaborative Financial are also the direct owners of Collaborative Insurance and as such also receive revenue directly from Collaborative Insurance when insurance recommendations are implemented. Implementations of insurance recommendations are separate and apart from the advisory services of Collaborative Financial. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Collaborative Insurance, any Advisory Persons, or the Advisor.

#### Mason Financial Solutions and Triple M

Mr. Johnson and Ms. Mader are owners of Mason Financial Solutions and Triple M, software technology firms that are utilized to maximize tax efficient distributions in retirement. Clients are offered access to the software as part of their financial planning engagement with Collaborative Financial at an additional cost that is included in the overall financial planning fee. Clients are not obligated to utilize the software as part of their financial planning engagement with the Advisor. Additionally, Mr. Johnson and Ms. Mader offer this technology to third-parties and receive compensation from the third-parties that utilize the software.

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## **Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**

### **A. Code of Ethics**

Collaborative Financial has implemented a Code of Ethics (the “Code”) that defines the Advisor’s fiduciary commitment to each Client. This Code applies to all persons associated with Collaborative Financial (“Supervised Persons”). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor’s duties to the Client. Collaborative Financial and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Collaborative Financial’s Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (614) 799-2900.

### **B. Personal Trading with Material Interest**

Collaborative Financial allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Collaborative Financial does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. Collaborative Financial does not have a material interest in any securities traded in Client accounts.

### **C. Personal Trading in Same Securities as Clients**

Collaborative Financial allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by Collaborative Financial requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer (“CCO”) or delegate. The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

### **D. Personal Trading at Same Time as Client**

While Collaborative Financial allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterward. **At no time will Collaborative Financial, or any Supervised Person of Collaborative Financial, transact in any security to the detriment of any Client.**

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## **Item 12 – Brokerage Practices**

### **A. Recommendation of Custodian[s]**

Collaborative Financial does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer or custodian (herein the “Custodian”) to safeguard Client assets and authorize Collaborative Financial to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, Collaborative Financial does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where Collaborative Financial does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a broker-dealer/custodian not recommended by Collaborative Financial. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Collaborative Financial may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, its reputation and/or the location of the Custodian’s offices.

Collaborative Financial will generally recommend that Clients establish their account[s] at Charles Schwab & Co., Inc. ("Schwab"), a FINRA-registered broker-dealer and member SIPC. Schwab will serve as the Client's "qualified custodian". Collaborative Financial maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab. Please see Item 14 below.

Following are additional details regarding the brokerage practices of the Advisor:

**1. Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with the broker-dealer/custodian in exchange for research and other services. **Collaborative Financial does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from the Custodian. Please see Item 14 below.**

**2. Brokerage Referrals** - Collaborative Financial does not receive any compensation from any third party in connection with the recommendation for establishing a brokerage account.

**3. Directed Brokerage** - All Clients are serviced on a "directed brokerage basis", where Collaborative Financial will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). Collaborative Financial will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

## **B. Aggregating and Allocating Trades**

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Collaborative Financial will execute its transactions through the Custodian as authorized by the Client.

Collaborative Financial may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts in the same trading day. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Clients' accounts.

## **Item 13 – Review of Accounts**

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### **A. Frequency of Reviews**

Securities in Client accounts are monitored on a regular and continuous basis by Meghan Mader, Chief Compliance Officer of Collaborative Financial. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

### **B. Causes for Reviews**

Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify Collaborative Financial if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

### **C. Review Reports**

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage

statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

## **Item 14 – Client Referrals and Other Compensation**

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### **A. Compensation Received by Collaborative Financial**

#### Participation in Institutional Advisor Platform

Collaborative Financial has established an institutional relationship with Schwab through its “Schwab Advisor Services” unit, a division of Schwab dedicated to serving independent advisory firms like Collaborative Financial. As a registered investment advisor participating on the Schwab Advisor Services platform, Collaborative Financial receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

*Services that Benefit the Client* – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

*Services that May Indirectly Benefit the Client* – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

*Services that May Only Benefit the Advisor* – Schwab also offers other services to Collaborative Financial that may not benefit the Client, including: educational conferences and events, financial start-up support, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a conflict of interest. Collaborative Financial believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

### **B. Client Referrals from Solicitors**

Collaborative Financial may engage and compensate unaffiliated third-party referral sources (a “solicitor”) for Client referrals. Clients will not pay a higher fee to Collaborative Financial as a result of such payments to a solicitor. The Advisor shall enter into an agreement with the solicitor, which requires that full disclosure of the compensation and other conflicts is provided to the prospective client prior to or at the time of entering into the advisory agreement.

## **Item 15 – Custody**

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Collaborative Financial does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees. All Clients must place their assets with a “qualified custodian”. Clients are required to engage the Custodian to retain their funds and securities and direct Collaborative Financial to utilize that Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by Collaborative Financial to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements, the Custodian and the Advisor

have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

#### **Item 16 – Investment Discretion**

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Collaborative Financial generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Collaborative Financial. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by Collaborative Financial will be in accordance with each Client's investment objectives and goals.

#### **Item 17 – Voting Client Securities**

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Collaborative Financial does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

#### **Item 18 – Financial Information**

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Neither Collaborative Financial, nor its management, have any adverse financial situations that would reasonably impair the ability of Collaborative Financial to meet all obligations to its Clients. Neither Collaborative Financial, nor any of its Advisory Persons, has been subject to a bankruptcy or financial compromise. Collaborative Financial is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect advance fees of \$1,200 or more for services to be performed six months or more in future.





**COLLABORATIVE**  
FINANCIAL PARTNERS

## **Collaborative Financial Partners LLC**

### **Form ADV Part 2A – Appendix 1 ("Wrap Fee Program Brochure")**

**Effective: March 24, 2020**

This Form ADV2A - Appendix 1 ("Wrap Fee Program Brochure") provides information about the qualifications and business practices for Collaborative Financial Partners ("Collaborative Financial" or the "Advisor") services when offering services pursuant to a wrap program. This Wrap Fee Program Brochure shall always be accompanied by the Collaborative Financial Disclosure Brochure, which provides complete details on the business practices of the Advisor. If you did not receive the complete Collaborative Financial Disclosure Brochure or you have any questions about the content of this Wrap Fee Program Brochure or the Collaborative Financial Disclosure Brochure, please contact the Advisor at (614) 799-2900.

Collaborative Financial is a registered investment advisor with the U.S. Securities and Exchange Commission ("SEC"). The information in this Wrap Fee Program Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Wrap Fee Program Brochure provides information about Collaborative Financial to assist you in determining whether to retain the Advisor.

Additional information about Collaborative Financial and its Advisory Persons is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 289444.



## **Item 2 – Material Changes**

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Form ADV 2 - Appendix 1 provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. In particular, this Wrap Fee Program Brochure discusses wrap fee programs offering by the Advisor.

### Material Changes

There have been no material changes to this Wrap Fee Program Brochure since the last filing and distribution to Clients

### Future Changes

From time to time, the Advisor may amend this Wrap Fee Program Brochure to reflect changes in business practices, changes in regulations or routine annual updates as required by the securities regulators. This complete Wrap Fee Program Brochure (along with the complete Collaborative Financial Disclosure Brochure) or a Summary of Material Changes shall be provided to you annually and if a material change occurs in the business practices of Collaborative Financial.

You may view this Wrap Fee Program Brochure and the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 289444. You may also request a copy of this Disclosure Brochure at any time, by contacting the Advisor at (614) 799-2900.

## **Item 3 – Table of Contents**

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<b>Item 1 – Cover Page .....</b>	<b>15</b>
<b>Item 2 – Material Changes .....</b>	<b>16</b>
<b>Item 3 – Table of Contents.....</b>	<b>16</b>
<b>Item 4 – Services Fees and Compensation.....</b>	<b>17</b>
<b>Item 5 – Account Requirements and Types of Clients .....</b>	<b>18</b>
<b>Item 6 – Portfolio Manager Selection and Evaluation .....</b>	<b>18</b>
<b>Item 7 – Client Information Provided to Portfolio Managers .....</b>	<b>18</b>
<b>Item 8 – Client Contact with Portfolio Managers .....</b>	<b>19</b>
<b>Item 9 – Additional Information.....</b>	<b>19</b>

## Item 4 – Services Fees and Compensation

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### A. Services

Collaborative Financial provides customized investment advisory services for its Clients. This Wrap Fee Program Brochure is provided as a supplement to the Collaborative Financial Disclosure Brochure (Form ADV Part 2A). This Wrap Fee Program Brochure is provided along with the complete Disclosure Brochure to provide full details of the business practices and fees when selecting Collaborative Financial as your investment advisor.

As part of the investment advisory fees noted in Item 5 of the Disclosure Brochure, Collaborative Financial includes, in addition to securities transaction fees for certain mutual funds, fees for alternative investments, client-directed trades, administrative fees, and other fees and expenses (herein “Covered Costs”) as part of the overall investment advisory fee. Securities regulations often refer to this combined fee structure as a “Wrap Fee Program”. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. However, the Custodian typically charges for mutual funds and other types of investments. The Advisor sponsors the Collaborative Financial Wrap Fee Program.

The sole purpose of this Wrap Fee Program Brochure is to provide additional disclosure relating the combination of Covered Costs into a single “bundled” investment advisory fee. This Wrap Fee Program Brochure references back to the Collaborative Financial Disclosure Brochure in which this Wrap Fee Program Brochure serves as an Appendix. **Please see Item 4 – Advisory Services of the Disclosure Brochure for details on Collaborative Financial's investment philosophy and related services.**

### B. Program Costs

Advisory services provided by Collaborative Financial are offered in a wrap fee structure whereby Covered Costs are included in the overall investment advisory fee paid to Collaborative Financial. As the level of activity in a Client's account[s] may vary from year to year, the annual cost to the Client may be more or less than engaging for advisory services where the Covered Costs are borne separately by the Client. The cost of the Wrap Fee Program varies depending on services to be provided to each Client, however, the Client is not charged more if there is higher trading activity or other Covered Costs. A Wrap Fee structure presents a conflict of interest as the Advisor is incentivized to limit the number of trades placed in the Client's account[s] or to utilize securities that do not have transaction fees. As noted above, the Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in Client accounts, but typically charges for mutual funds and other types of investments. As such, the Advisor is incentivized to utilize ETFs and other equity securities to limit the overall cost to the Advisor. **Please see Item 5 – Fees and Compensation of the Disclosure Brochure for complete details on fees.**

### C. Fees

Investment advisory fees are paid monthly, at the end of each month, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the following schedule:

Assets Under Management (\$)	Annual Rate (%)
Up to \$2,000,000	1.50%
\$2,000,001 to \$5,000,000	1.25%
\$5,000,001 to \$10,000,000	1.00%
Over \$10,000,000	0.85%

The investment advisory fee in the first month of service is prorated from the inception date of the account[s] to the end of the first month. Fees may be negotiable at the discretion of the Advisor. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by Collaborative Financial will be independently valued by the designated Custodian. Collaborative Financial will not have the authority or responsibility to value portfolio securities.

As noted above, the Wrap Fee Program includes Covered Costs incurred in connection with the discretionary investment management services provided by Collaborative Financial, as part of its overall investment advisory fee.

Clients may incur certain fees or charges imposed by third parties in connection with investments made on behalf of the Client's account[s] which are not included in this Wrap Fee Program. All fees paid to Collaborative Financial for investment advisory services or part of the Wrap Fee Program are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. In connection with the discretionary investment management services provided by Collaborative Financial, the Client will incur other costs assessed by the Custodian or other third parties, other than the Covered Costs noted above, such as wire transfer fees, fees for trades executed away from the Custodian and other fees.

The Advisor does not control nor share in these fees. The Client should review the fees charged by the fund[s], third parties, and the fees charged by Collaborative Financial to fully understand the total fees to be paid. Please see Item 5.C. – Other Fees and Expenses in the Disclosure Brochure (included with this Wrap Fee Program Brochure).

#### **D. Compensation**

Collaborative Financial is the sponsor and portfolio manager of this Wrap Fee Program. Collaborative Financial receives investment advisory fees paid by Clients for participating in the Wrap Fee Program and pays the Covered Costs associated with the management of the Client's account[s].

### **Item 5 – Account Requirements and Types of Clients**

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Collaborative Financial offers investment advisory services to individuals, high net worth individuals, trusts and estates. Collaborative Financial generally does not impose a minimum account size for establishing a relationship. Please see Item 7 – Types of Clients in the Disclosure Brochure for additional information.

### **Item 6 – Portfolio Manager Selection and Evaluation**

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#### **Portfolio Manager Selection**

Collaborative Financial serves as sponsor and as portfolio manager for the services under this Wrap Fee Program.

#### **Related Persons**

Collaborative Financial personnel serve as portfolio managers for this Wrap Fee Program. Collaborative Financial does not serve as a portfolio manager for any third-party wrap fee programs.

#### **Performance-Based Fees**

Collaborative Financial does not charge performance-based fees.

#### **Supervised Persons**

Collaborative Financial Advisory Persons serve as portfolio managers for all accounts, including the services described in this Wrap Fee Program Brochure. Details of the advisory services provided are included in Item 4.A. of the Disclosure Brochure.

#### **Methods of Analysis**

Please see Item 8 of the Disclosure Brochure (included with this Wrap Fee Program Brochure) for details on the research and analysis methods employed by the Advisor.

#### **Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Collaborative Financial will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account[s]. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor. Please see Item 8.B. – Risk of Loss in the Disclosure Brochure for details on investment risks.**

#### **Proxy Voting**

Collaborative Financial does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

#### **Item 7 – Client Information Provided to Portfolio Managers**

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Collaborative Financial is the sponsor and sole portfolio manager for the Program. The Advisor does not share Client information with other portfolio managers because it is the sole portfolio manager for this Wrap Fee Program. Please also see the Collaborative Financial Privacy Policy (included after this Wrap Fee Program Brochure).

#### **Item 8 – Client Contact with Portfolio Managers**

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Collaborative Financial is a full-service investment management advisory firm. Clients always have direct access to the Portfolio Managers at Collaborative Financial.

#### **Item 9 – Additional Information**

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##### **A. Disciplinary Information and Other Financial Industry Activities and Affiliations**

**There are no legal, regulatory or disciplinary events involving Collaborative Financial or any of its management persons.** Collaborative Financial values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 289444.

Please see Item 9 of the Collaborative Financial Disclosure Brochure as well as Item 3 of each Advisory Person's Brochure Supplement (included with this Wrap Fee Program Brochure) for additional information on how to research the background of the Advisor and its Advisory Persons.

##### Other Financial Activities and Affiliations

*Insurance Agency Affiliations* – Advisory Persons are also licensed insurance professionals, conducting the majority of their business through Collaborative Insurance Partners ("Collaborative Insurance"). Implementations of insurance recommendations are separate and apart from an Advisory Person's role with the Advisor. Advisory

Persons, in their individual capacity as insurance agents of Collaborative Insurance will receive customary commissions and other related revenues from the various insurance companies whose products are sold. The Principal Officers of Collaborative Financial are also the direct owners of Collaborative Insurance and as such also receive revenue directly from Collaborative Insurance when insurance recommendations are implemented. Implementations of insurance recommendations are separate and apart from the advisory services of Collaborative Financial. Advisory Persons are not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Collaborative Insurance, any Advisory Persons, or the Advisor.

Please see Items 10 and 14 of the Form ADV Part 2A – Disclosure Brochure (included with this Wrap Fee Program Brochure).

#### **B. Code of Ethics, Review of Accounts, Client Referrals, and Financial Information**

Collaborative Financial has implemented a Code of Ethics that defines the Advisor's fiduciary commitment to each Client. This Code of Ethics applies to all persons subject to Collaborative Financial's compliance program (Supervised Persons"). Complete details on the Collaborative Financial Code of Ethics can be found under Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading in the Disclosure Brochure (included with this Wrap Fee Program Brochure).

##### Review of Accounts

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons of Collaborative Financial under the supervision of the Chief Compliance Officer ("CCO"). Details of the review policies and practices are provided in Item 13 of the Form ADV Part 2A – Disclosure Brochure.

##### Other Compensation

##### Participation in Institutional Advisor Platform

Collaborative Financial has established an institutional relationship with Schwab Advisor Service ("Schwab") to assist the Advisor in managing Client account[s]. Access to the Schwab Advisor Service's platform is provided at no charge to the Advisor. The Advisor receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a conflict of interest since these benefits may influence the Advisor's recommendation of Schwab over another custodian that does not furnish similar software, systems support, or services.

Additionally, the Advisor may receive the following benefits from Schwab Advisor Service:

*Services that Benefit the Client* – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

*Services that May Indirectly Benefit the Client* – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

*Services that May Only Benefit the Advisor* – Schwab also offers other services to Collaborative Financial that may not benefit the Client, including: educational conferences and events, financial start-up support, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a conflict of interest. Collaborative Financial believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

Please see Item 14 – Other Compensation in the Form ADV Part 2A – Disclosure Brochure (included with this Wrap Fee Program Brochure) for details on additional compensation that may be received by Collaborative Financial or its Advisory Persons. Each Advisory Person’s Brochure Supplement (also included with this Wrap Fee Program Brochure) provides details on any outside business activities and the associated compensation.

#### Client Referrals from Solicitors

Collaborative Financial may engage and compensate unaffiliated third party referral sources (a “solicitor”) for Client referrals. Clients will not pay a higher fee to Collaborative Financial as a result of such payments to a solicitor. The Advisor shall enter into an agreement with the solicitor, which requires that full disclosure of the compensation and other conflicts is provided to the prospective client prior to or at the time of entering into the advisory agreement.

#### Financial Information

Neither Collaborative Financial, nor its management has any adverse financial situations that would reasonably impair the ability of Collaborative Financial to meet all obligations to its Clients. Neither Collaborative Financial, nor any of its Advisory Persons, has been subject to a bankruptcy or financial compromise. Collaborative Financial is not required to deliver a balance sheet along with this Disclosure Brochure, as the firm does not collect advance fees of \$1,200 or more for services to be performed six months or more in the future. Please see Item 18 of the Form ADV Part 2A – Disclosure Brochure.



## **Form ADV Part 2B – Brochure Supplement**

**for**

**Meghan M. Mader, CFP<sup>®</sup>, CRPC<sup>®</sup>, RICP<sup>®</sup>  
Chief Operating Officer and Chief Compliance Officer**

**Effective: March 24, 2020**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Meghan M. Mader (CRD# 4878656) in addition to the information contained in the Collaborative Financial Partners LLC (“Collaborative Financial” or the “Advisor”, CRD# 289444) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the content of the Collaborative Financial Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (614) 799-2900.

Additional information about Meghan Mader is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with her full name or her Individual CRD# 4878656.



## Item 2 – Educational Background and Business Experience

Meghan M. Mader, CFP®, CRPC®, RICP®, born in 1982, is dedicated to advising Clients of Collaborative Financial as its Chief Operating Officer and Chief Compliance Officer. Ms. Mader earned a Masters of Science in Personal Financial Planning from the College for Financial Planning in 2015. Ms. Mader also earned a Bachelor of Arts in Risk Management and Insurance from Ohio State University in 2004. Additional information regarding Ms. Mader's employment history is included below.

### Employment History:

Chief Operating Officer/Chief Compliance Officer, Collaborative Financial Partners LLC	09/2017 to Present
Financial Advisor, Ameriprise	02/2005 to 09/2017

### CERTIFIED FINANCIAL PLANNER™ (“CFP®”)

The CERTIFIED FINANCIAL PLANNER™, CFP® and federally registered CFP® (with flame design) marks (collectively, the “CFP® marks”) are professional certification marks granted in the United States by Certified Financial Planner Board of Standards, Inc. (“CFP® Board”).

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients. Currently, more than 71,000 individuals have obtained CFP® certification in the United States.

To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

- *Education* – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP® Board's studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor's Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP® Board's financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- *Examination* – Pass the comprehensive CFP® Certification Examination. The examination includes case studies and client scenarios designed to test one's ability to correctly diagnose financial planning issues and apply one's knowledge of financial planning to real world circumstances;
- *Experience* – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- *Ethics* – Agree to be bound by CFP® Board's *Standards of Professional Conduct*, a set of documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

- *Continuing Education* – Complete 30 hours of continuing education hours every two years, including two hours on the *Code of Ethics* and other parts of the *Standards of Professional Conduct*, to maintain competence and keep up with developments in the financial planning field; and
- *Ethics* – Renew an agreement to be bound by the *Standards of Professional Conduct*. The *Standards* prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their clients.

CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP® Board's enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

### Chartered Retirement Planning Counselor (“CRPC®”)

Individuals who hold the CRPC® designation have completed a course of study encompassing pre-and post-retirement needs, asset management, estate planning and the entire retirement planning process using models and techniques from real client situations. Additionally, individuals must pass an end-of-course examination that tests their ability to synthesize complex concepts and apply theoretical concepts to real-life situations. All

designees have agreed to adhere to Standards of Professional Conduct and are subject to a disciplinary process. Designees renew their designation every two-years by completing 16 hours of continuing education, reaffirming adherence to the Standards of Professional Conduct and complying with self-disclosure requirements.

#### Retirement Income Certified Professional® ("RICP®")

The RICP® designation teaches advisers techniques and best practices used to create sustainable streams of retirement income. The education covers retirement income planning, maximizing Social Security and other income sources, minimizing risks to the plan, and managing portfolios during the asset distribution phase. The designation includes three required, college-level courses that represent a total average study time of more than 150 hours. RICP® designees must meet experience, continuing education and ethics requirements. The credential is awarded by The American College, a non-profit educator with an 85-year heritage and the highest form of academic accreditation.

### **Item 3 – Disciplinary Information**

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***There are no legal, civil or disciplinary events to disclose regarding Ms. Mader.*** Ms. Mader has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Ms. Mader.

Securities laws require an advisor to disclose any instances where the advisor or its Advisory Persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Ms. Mader.***

However, the Advisor encourages Clients to independently view the background of Meghan Mader on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with her full name or her Individual CRD# 4878656.

### **Item 4 – Other Business Activities**

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#### Mason Financial Solutions and Triple M

Ms. Mader is an owner of Mason Financial Solutions and Triple M, software technology firms that are utilized to maximize tax efficient distributions in retirement. Ms. Mader is also an owner of Maderville, LLC, which primarily operates as a holding company. These activities take less than 10 hours of her time per month.

#### Insurance Agency Affiliations

Meghan M. Mader is also a licensed insurance professional conducting the majority of her business through Collaborative Insurance Partners ("Collaborative Insurance"), an affiliated insurance agency owned in part by Ms. Mader. Implementations of insurance recommendations are separate and apart from Ms. Mader's advisory role with Collaborative Financial. Ms. Mader will receive customary commissions and other related revenues from the various insurance companies whose products are sold, either directly as a licensed insurance professional or through Collaborative Insurance. Ms. Mader is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Ms. Mader, Collaborative Insurance or the Advisor.

### **Item 5 – Additional Compensation**

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Ms. Mader has additional business activities where compensation is received that are detailed in Item 4 above.

## **Item 6 – Supervision**

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Meghan M. Mader serves as the Chief Operating Officer and Chief Compliance Officer of Collaborative Financial and is supervised by Christopher K. Johnson, the Chief Executive Officer. Mr. Johnson can be reached at (614) 799-2900.

Collaborative Financial has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of Collaborative Financial. Further, Collaborative Financial is subject to regulatory oversight by various agencies. These agencies require registration by Collaborative Financial and its Supervised Persons. As a registered entity, Collaborative Financial is subject to examinations by regulators, which may be announced or unannounced. Collaborative Financial is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.



## **Form ADV Part 2B – Brochure Supplement**

**for**

**Christopher K. Johnson, CRPC<sup>®</sup>, CLTC<sup>®</sup>, CEP<sup>®</sup>, AAMS<sup>®</sup>, AWMA<sup>®</sup>  
Chief Executive Officer**

**Effective: March 24, 2020**

This Form ADV 2B ("Brochure Supplement") provides information about the background and qualifications of Christopher K. Johnson (CRD# 4580586) in addition to the information contained in the Collaborative Financial Partners LLC ("Collaborative Financial" or the "Advisor", CRD# 289444) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the content of the Collaborative Financial Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (614) 799-2900.

Additional information about Mr. Johnson is available on the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 4580586.

## Item 2 – Educational Background and Business Experience

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Christopher K. Johnson, CRPC®, CLTC®, CEP®, AAMS®, AWMA® born in 1977, is dedicated to advising Clients of Collaborative Financial as its Chief Executive Officer. Mr. Johnson earned a Bachelor of Arts in Business Administration and Marketing, with a minor in Interpersonal Communication from Ohio University in 2000. Additional information regarding Mr. Johnson's employment history is included below.

### Employment History:

Chief Executive Officer, Collaborative Financial Partners LLC	09/2017 to Present
Private Wealth Advisor, Ameriprise Financial Services, Inc.	04/2006 to Present

### Chartered Retirement Planning Counselor ("CRPC®")

Individuals who hold the CRPC® designation have completed a course of study encompassing pre-and post-retirement needs, asset management, estate planning and the entire retirement planning process using models and techniques from real client situations. Additionally, individuals must pass an end-of-course examination that tests their ability to synthesize complex concepts and apply theoretical concepts to real-life situations. All designees have agreed to adhere to Standards of Professional Conduct and are subject to a disciplinary process. Designees renew their designation every two-years by completing 16 hours of continuing education, reaffirming adherence to the Standards of Professional Conduct and complying with self-disclosure requirements.

### Certified Long-Term Care ("CLTC®")

The CLTC, Certified in Long-Term Care designation is a long-term care planning designation granted by the Corporation for Long-term Care Certification to individuals who satisfy educational, work experience and ethics requirements. Recipients of the CLTC have completed a rigorous multidisciplinary course and examination, that focuses on long-term care. To maintain this designation, the CLTC must satisfy continuing education requirements and adhere to the CLTC Code of Professional Responsibility.

### Certified Estate Planner ("CEP®")

This designation is issued by the National Institute of Certified Estate Planners and is granted to individuals who have completed classroom or online coursework, and then pass two examinations before obtaining this designation. Eight hours of continued education must be completed every two years. The designation means that the holder has a basic knowledge of estate planning.

### Accredited Asset Management Specialist<sup>SM</sup> or AAMS®

Individuals who hold the AAMS® designation have completed a course of study encompassing investments, insurance, tax, retirement, and estate planning issues. Additionally, individuals must pass an end-of-course examination that tests their ability to synthesize complex concepts and apply theoretical concepts to real-life situations. All designees have agreed to adhere to Standards of Professional Conduct and are subject to a disciplinary process. Designees renew their designation every two-years by completing 16 hours of continuing education, reaffirming adherence to the Standards of Professional Conduct and complying with self-disclosure requirements.

### Accredited Wealth Management Advisor<sup>SM</sup> ("AWMA®")

Individuals who hold the AWMA® designation have completed a course of study across eight modules to provide financial advice to high net worth clients, pass the final examination and complete the designation application. Continued use of the designation is subject to ongoing renewal requirements. Every two years individuals must renew their right to continue using the designation by:

- Completing 16 hours of continuing education;
- Reaffirming to abide by the Standards of Professional Conduct, Terms and Conditions, and self-disclose any criminal, civil, self-regulatory organization, or governmental agency inquiry, investigation, or proceeding relating to their professional or business conduct; and
- Paying a biennial renewal fee

AWMA® and Accredited Wealth Management Advisor<sup>SM</sup> are registered service marks of the College for Financial Planning.

### Item 3 – Disciplinary Information

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***There are no legal, civil or disciplinary events to disclose regarding Mr. Johnson.*** Mr. Johnson has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Johnson.

Securities laws require an advisor to disclose any instances where the advisor or its Advisory Persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Johnson.***

However, the Advisor encourages Clients to independently view the background of Mr. Johnson on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 4580586.

### Item 4 – Other Business Activities

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#### Mason Financial Solutions and Triple M

Mr. Johnson is an owner of Mason Financial Solutions and Triple M, software technology firms that are utilized to maximize tax efficient distributions in retirement. Mr. Johnson is also an owner of Maderville, LLC, which primarily operates as a holding company. These activities take less than 10 hours of his time per month.

#### Insurance Agency Affiliations

Mr. Johnson is also a licensed insurance professional conducting the majority of his business through Collaborative Insurance Partners (“Collaborative Insurance”), an insurance agency owned in part by Mr. Johnson. Implementations of insurance recommendations are separate and apart from Mr. Johnson’s advisory role with Collaborative Financial. Mr. Johnson will receive customary commissions and other related revenues from the various insurance companies whose products are sold, either directly as a licensed insurance professional or through Collaborative Insurance. Mr. Johnson is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mr. Johnson, Collaborative Insurance, or the Advisor.

#### Junior Achievement of Central Ohio

Mr. Johnson serves as a volunteer for Junior Achievement of Central Ohio. Additionally, he is on both the Board and Executive Board and serves as the Co-Chair of the Development Committee. In this capacity, he attends Semi-Monthly Board Meetings, Semi-Monthly Executive Committee Meetings and Semi-Monthly Development Committee Meetings. As part of his development role he works with businesses in the community to cultivate relationships that provide either, or both, Funding and Volunteers to Junior Achievement of Central Ohio. He spends approximately 15 hours a month in this capacity and receives no compensation.

#### Ohio University College of Business

Mr. Johnson serves on the Ohio University College of Business Marketing Advisory Board. He attends Semi-Annual Meetings and receives no compensation.

### Item 5 – Additional Compensation

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Mr. Johnson has additional business activities where compensation is received that are detailed in Item 4 above.

## **Item 6 – Supervision**

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Mr. Johnson serves as the Chief Executive Officer of Collaborative Financial and is supervised by Meghan M. Mader, the Chief Compliance Officer. Ms. Mader can be reached at (614) 799-2900.

Collaborative Financial has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of Collaborative Financial. Further, Collaborative Financial is subject to regulatory oversight by various agencies. These agencies require registration by Collaborative Financial and its Supervised Persons. As a registered entity, Collaborative Financial is subject to examinations by regulators, which may be announced or unannounced. Collaborative Financial is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.





## **Form ADV Part 2B – Brochure Supplement**

**for**

**Christopher B. Lightfoot  
Financial Advisor**

**Effective: March 24, 2020**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Christopher B. Lightfoot (CRD# 6301146) in addition to the information contained in the Collaborative Financial Partners LLC (“Collaborative Financial” or the “Advisor”, CRD# 289444) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the content of the Collaborative Financial Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (614) 799-2900.

Additional information about Mr. Lightfoot is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 6301146.

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## Item 2 – Educational Background and Business Experience

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Christopher B. Lightfoot, born in 1985, is dedicated to advising Clients of Collaborative Financial as a Financial Advisor. Mr. Lightfoot earned a Masters of Business Administration from University of Colorado in 2014. Mr. Lightfoot also earned a Bachelor of Arts from Faith Baptist Bible College in 2008. Additional information regarding Mr. Lightfoot's employment history is included below.

### Employment History:

Financial Advisor, Collaborative Financial Partners LLC	10/2018 to Present
Director of Giver Services, National Christian Foundation	10/2018 to Present
Financial Advisor, Edward Jones	01/2017 to 09/2018
Life Consultant, Protective Distributors	06/2013 to 12/2016

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## Item 3 – Disciplinary Information

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***There are no legal, civil or disciplinary events to disclose regarding Mr. Lightfoot.*** Mr. Lightfoot has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Lightfoot.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Lightfoot.***

However, the Advisor encourages Clients to independently view the background of Mr. Lightfoot on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 6301146.

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## Item 4 – Other Business Activities

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### Insurance Agency Affiliations

Christopher B. Lightfoot is also a licensed insurance professional conducting the majority of his business through Collaborative Insurance Partners ("Collaborative Insurance"). Implementations of insurance recommendations are separate and apart from Mr. Lightfoot's advisory role with Collaborative Financial. Mr. Lightfoot will receive customary commissions and other related revenues from the various insurance companies whose products are sold, either directly as a licensed insurance professional or through Collaborative Insurance. Mr. Lightfoot is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mr. Lightfoot, Collaborative Insurance or the Advisor.

### National Christian Foundation

Mr. Lightfoot is the Director of Giver Services for the National Christian Foundation (NCF) in Columbus, Ohio. In this role, Mr. Lightfoot oversees the day-to-day processing of gift and grant transactions. He also coordinates team meetings, outreach events and local marketing and communication initiatives. He spends approximately 60% of the week in this capacity. Mr. Lightfoot is compensated by the NCF.

### Cornerstone Academy

Mr. Lightfoot is a board member for the Cornerstone Academy, a charter school in Westerville, Ohio. In this capacity, he attends monthly board meetings and receives no compensation.

### Columbus Humanities Arts & Technology Academy

Mr. Lightfoot is a board member of the Columbus Humanities Arts and Technology Academy, a charter school in Columbus, Ohio. In this capacity, he attends monthly board meetings and receives no compensation.

#### Design Outreach

Mr. Lightfoot is a board member of Design Outreach in New Albany, Ohio. Design Outreach is a nonprofit humanitarian organization. In his role as a board member, Mr. Lightfoot provides vision casting and oversight of the organization. He spends approximately 8 hours per month in this capacity and receives no compensation.

#### **Item 5 – Additional Compensation**

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Mr. Lightfoot has additional business activities where compensation is received that are detailed in Item 4 above.

#### **Item 6 – Supervision**

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Mr. Lightfoot serves as a Financial Advisor of Collaborative Financial and is supervised by Meghan Mader, the Chief Compliance Officer. Ms. Mader can be reached at (614) 799-2900.

Collaborative Financial has implemented a Code of Ethics, an internal compliance that guides each Supervised Person in meeting their fiduciary obligations to Clients of Collaborative Financial. Further, Collaborative Financial is subject to regulatory oversight by various agencies. These agencies require registration by Collaborative Financial and its Supervised Persons. As a registered entity, Collaborative Financial is subject to examinations by regulators, which may be announced or unannounced. Collaborative Financial is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

## Privacy Policy

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Effective: March 24, 2020

### Our Commitment to You

Collaborative Financial Partners LLC ("Collaborative Financial" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. Collaborative Financial (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

Collaborative Financial does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

### Why you need to know?

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

### What information do we collect from you?

Driver's license number	Date of birth
Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

### What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

### How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

### How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
<b>Servicing our Clients</b> We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
<b>Marketing Purposes</b> Collaborative Financial does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Collaborative Financial or the client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b>	No	Not Shared
<b>Authorized Users</b> Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
<b>Information About Former Clients</b> Collaborative Financial does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

### Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy, and will provide you with a revised Policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

### Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting the Advisor at (614) 799-2900.